

4. Compatible Land Use: It will take appropriate action to ensure local government adoption of airport zoning ordinances that comply with Chapter 333, F.S. The ordinances shall address height restrictions and other potential aviation hazards and limitations on incompatible land uses in the vicinity of the airport. The vicinity of the airport includes all areas that will be affected by normal aircraft operations and noise.

The Agency assures that it will take appropriate action to oppose and/or disapprove any attempted change in local land use regulations that would adversely affect the continued level of airport operations by the creation or expansion of incompatible land use areas. The Agency assures that it will provide the Department with a copy of all local airport zoning ordinances, codes, rules, regulations, and amendments, including proposed and granted variances thereto.

5. Consistency with Local Plans: It will take appropriate actions to have the current airport master plan adopted into the local government comprehensive plan at the earliest feasible opportunity.

6. Airport Layout Plan:

a. It will keep a layout plan of the airport up to date showing:

(1) Boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the Agency for airport purposes and proposed additions thereto;

(2) Location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars, and roads), including all proposed extensions and reductions of existing airport facilities; and

(3) Location of all existing and proposed non-aviation areas and of all existing improvements thereon.

b. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Department. The Agency will not make or permit any changes or alterations in the airport or any of its facilities that are not in conformity with the airport layout plan as approved by the Department and which might, in the opinion of the Department, adversely affect the safety, utility, or efficiency of the airport.

7. Fee and Rental Structure: It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport taking into account such factors as the volume of traffic and economy of collection. If this Agreement results in a facility that will be leased or otherwise produces revenue, the Agency assures that the revenue will be at fair market value or higher.

8. Airport Revenue: That all revenue generated by the airport will be expended for capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property, or for environmental or noise mitigation purposes on or off the airport.

9. Financial Plan: It will develop and maintain a cost-feasible financial plan to accomplish the projects necessary to achieve the proposed airport improvements depicted in the airport layout plan. The financial plan shall be a part of the airport master plan. The financial plan shall realistically assess project phasing considering availability of state funding and local funding and the likelihood of federal funding under the Federal Aviation Administration's priority system. All project cost estimates contained in the financial plan shall be entered in the Joint Automated Capital Improvement Program (JACIP) Online Web site. The JACIP Online information shall be kept current as the financial plan is updated.

10. Operation & Maintenance: The airport and all facilities which are necessary to serve the aeronautical users of the airport, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable federal and state agencies for maintenance and operation. The Agency assures that it will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Department. The Agency will have arrangements for promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when flooding or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the Agency.

11. Economic Nondiscrimination: It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds, and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.

12. Exclusive Rights: It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public.

13. Federal Funding Eligibility: It will take appropriate actions to maintain federal funding eligibility for the airport. Further, it will avoid any action that renders the airport ineligible for federal funding.

14. Termination of Agreement: It will make expenditures or incur obligations pertaining to this Agreement within two years after the date of this Agreement or the Department of Transportation may terminate this Agreement. The Agency may request a one-year extension of this two-year time period. The District Secretary shall have approval authority.

15. Retention of Rights and Interests: It will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which state funds have been expended, for the duration of the terms, conditions, and assurances in the Agreement without approval by the Department.

16. Consultant, Contractor, Scope, and Cost Approval: It will grant the Department the right to disapprove the Agency's employment of specific consultants, contractors, and subcontractors for all or any part of this project if the specific consultants, contractors, or subcontractors have a record of poor project performance with the Department. Further, the Agency assures that it will grant the Department the right to disapprove the proposed project scope and cost of professional services.

C. Planning Projects

If this project involves planning or other aviation studies, the Agency assures that it will:

1. Project Scope: Execute the project in accordance with the approved project narrative or with approved modifications.

2. Reports: Furnish the Department with such periodic project and work activity reports as required.

3. Public Information: Make such material available for examination by the public. No material prepared under this Agreement shall be subject to copyright in the United States or any other country.

4. Disclosure: Grant the Department unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this Agreement.

5. Department Guidelines: Comply with Department airport master planning guidelines if the project involves airport master planning or developing an airport layout plan. This includes:

- a. Providing copies, in electronic and editable format, of final project materials to the Department. This includes computer-aided drafting (CAD) files of the airport layout plan.
- b. Developing a cost-feasible financial plan, approved by the Department, to accomplish the projects described in the airport master plan or depicted in the airport layout plan. The cost-feasible financial plan shall realistically assess project phasing considering availability of state and local funding and the likelihood of federal funding under the Federal Aviation Administration's priority system.
- c. Entering all projects contained in the cost-feasible plan out to twenty years in the Joint Automated Capital Improvement Program (JACIP) database.

6. No Implied Commitments: Understand and agree that Department approval of this project Agreement or any planning material developed as part of this Agreement does not constitute or imply any assurance or commitment on the part of the Department to approve any pending or future application for state aviation funding.

D. Land Acquisition Projects

If this project involves land purchase, the Agency assures that it will:

1. Applicable Laws: Acquire the land interest in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970; the National Environmental Policy of 1969; FAA Order 5100.37A; FAA Order 5050.4A.; chapters 73 and 74, F.S., when property is acquired through condemnation; and section 286.23, F.S.

2. Administration: Maintain direct control of project administration, including:

- a. Maintaining responsibility for all contract letting and administrative procedures necessary for the acquisition of the land interests.
- b. Securing written permission from the Department to execute each agreement with any third party.
- c. Furnishing a projected schedule of events and a cash flow projection within twenty (20) calendar days after completion of the review appraisal.
- d. Establishing a project account for purchase of land interests.
- e. Collecting and disbursing federal, state, and local project funds.

3. Loans: Comply with the following requirements if the funding conveyed by this Agreement is a loan for land purchase according to Chapter 332, F.S.:

- a. The Agency shall apply for a Federal Aviation Administration Airport Improvement Program grant for the land purchase within 60 days of executing this Agreement.
- b. If federal funds are received for the land purchase, the Agency shall notify the Department by U.S. Mail within 14 calendar days of receiving the federal funds and is responsible for reimbursing the Department within 30 calendar days to achieve normal project federal, state, and local funding shares as described in Chapter 332, F.S.

c. If federal funds are not received for the land purchase, the Agency shall reimburse the Department to achieve normal project state and local funding shares as described in Chapter 332, F.S., within 30 calendar days after the loan matures.

d. If federal funds are not received for the land purchase and the state funding share of the land purchase is less than or equal to normal state and local funding shares as described in Chapter 332, F.S., when the loan matures, no reimbursement to the Department shall be required.

4. New Airports:

a. Protect the airport and related airspace by ensuring local government adoption of an airport zoning ordinance or amending an existing airport zoning ordinance, consistent with the provisions of Chapter 333, F.S., prior to the completion of the project.

b. Apply for federal and state funding to construct a paved runway, associated aircraft parking apron, and connecting taxiway within one year of the date of land purchase.

c. Complete an airport master plan within two years of land purchase.

d. Complete construction necessary for basic airport operation within ten years of land purchase.

5. Airfield Access: The Agency will not grant or allow easement or access that opens onto or crosses the airport runways, taxiways, flight line, passenger facilities, or any area used for emergency equipment, fuel, supplies, passengers, mail and freight, radar, communications, utilities, and landing systems, including but not limited to flight operations, ground services, emergency services, terminal facilities, maintenance, repair, or storage.

6. Use of Land: The Agency shall use the land for aviation purposes in accordance with the terms of this Agreement within ten years after the acquisition date.

7. Disposal of land: For land purchased under an Agreement for airport noise compatibility or airport development purposes, disposition of such land will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

E. Aviation Construction Projects

If this project involves construction, the Agency assures that it will:

1. Certifications: Provide certifications that:

a. Consultant and contractor selection comply with all applicable federal, state and local laws, rules, regulations, and policies.

b. All design plans and specifications comply with federal, state, and professional standards and applicable Federal Aviation Administration advisory circulars.

c. The project complies with all applicable building codes and other statutory requirements.

d. Completed construction complies with the original project plans and specifications.

2. Construction Inspection & Approval: Provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Department for the project. The Agency assures that it will allow the Department to inspect the work. The Department may require cost and progress reporting by the Agency.

3. Pavement Preventative Maintenance: With respect to a project for the replacement or reconstruction of pavement at the airport, implement an effective airport pavement maintenance management program and the Agency assures that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with state financial assistance at the airport.

F. Noise Mitigation Projects

If this project involves noise mitigation, the Agency assures that it will:

1. Local Government Agreements: For all noise compatibility projects that are carried out by another unit of local government or are on property owned by a unit of local government other than the Agency, enter into an agreement with that government. The agreement shall obligate the unit of local government to the same terms, conditions, and assurances that apply to the Agency. The agreement and changes thereto must be satisfactory to the Department. The Agency assures that it will take steps to enforce the agreement if there is substantial non-compliance with the terms of the agreement.

2. Private Agreements: For noise compatibility projects to be carried out on privately owned property, enter into an agreement with the owner of that property to exclude future actions against the airport. The Agency assures that it will take steps to enforce the agreement if there is substantial non-compliance with the terms of the agreement.